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is a concurrent remedy at law. By analogy, if the right to bring a legal action for fraud is barred, the right to enforce a trust should also be barred. There are some cases which hold, on the other hand, that the Statute of Limitations is not applicable to trusts arising by operation of law, *i. e.*, constructive trusts. *Ackley v. Croucher*, 203 Ill. 530, 68 N. W. 86; *Canada v. Daniel*, 175 Mo. App. 55, 157 S. W. 1032; but these cases are in the minority.

**VENDOR AND PURCHASER—ESTOPPEL BY PLAT.**—Lands were laid out in accordance with a plat, with reference to which the plaintiff and defendant purchased. Their respective purchases were located on the opposite sides of a platted street, and abutted on it. Before defendant purchased, plaintiff had fenced in that part of the street now in controversy, and has maintained his fence for more than five years. A statute provides that any street unopened to the public for five years after authority to open same is thereby vacated; and plaintiff, relying on this statute, sues to quiet title to the part of the street fenced by him. *Held*, defendant gained an easement in the platted street by the principle of estoppel which operated to defeat any right of plaintiff, who held under the original grantor, and that the rights of defendant were in no way affected by the statute which had operated to extinguish the rights of the public. *Van Buren v. Trumbull* (Wash. 1916), 159 Pac. 891.

That the defendant, as here laid down, acquired an easement in the street by an estoppel which would operate against the grantor, and all holding under him, is well settled. *In Re City of New York*, 82 N. Y. Supp. 417; *Matter of Mayor*, 83 App. Div. (N. Y.) 513; *Sipe v. Alley*, 117 Va. 819, 86 S. E. 122; *Gibson v. Gross*, 142 Ga. 104, 84 S. E. 373; *Rupprecht v. St. Mary's Church Society*, 115 N. Y. Supp. 926, affirmed 198 N. Y. 576; *Poore v. Greer*, 22 Del. 220, 65 Atl. 767; *Franklin Ins. Co. v. Cousens*, 127 Mass. 258; *Dill v. Board of Education*, 47 N. J. Eq. 421; as is also the principle that this private easement is unaffected by the termination of the public right, however caused, *Hoskins v. Wathen Bro. Co.*, 20 Ky. L. Rep. 814, 47 S. W. 595; *Douthitt v. Canaday, Gilliun & Key*, 24 Ky. L. Rep. 2159, 73 S. W. 757; *Carrol v. Asbury*, 28 Pa. Super. Ct. 354; *Shelter v. Wetzel*, 242 Pa. 355, 89 Atl. 455; *Swedish Church v. Jackson*, 229 Ill. 506, 82 N. E. 348. The plaintiff claimed to have acquired a title by operation of the Statute of Limitations. It would appear from the report that the possession was exclusive, but it is not apparent when it was begun. It is difficult to find any color of right in the plaintiff except that relied upon, but the conclusion reached by the court is based upon the doctrine of estoppel, which, of course, would be no answer to one claiming an original title, acquired by adverse user for the statutory period.

**WILLS—CODICIL AS RE-PUBLICATION OF PROVISION CANCELLING DEBTS.**—On exceptions to final account of executors for not including in the assets \$32,000.00 loaned one of them in 1910 and secured by mortgage, it was contended that the debt was cancelled by the words "any indebtedness to me is hereby